

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

JOHN HANCOCK LIFE INSURANCE  
COMPANY,

Plaintiff and Counterclaim  
Defendant,

Civil Action No. 05-11614 WGY

V.

VESTMONT LIMITED PARTNERSHIP,  
et al.,

## Defendants and Counterclaim Plaintiffs.

**DEFENDANTS' AND COUNTERCLAIM PLAINTIFF'S  
FIRST PROPOSED SPECIAL JURY FORM**

1. Do you find that John Hancock Life Insurance Company (“Hancock”) has proved by a preponderance of the evidence that Defendant entities (“Vesterra”) breached the written contract between the parties?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, please proceed to Question Number 2, if your answer is No, please proceed to Question Number 7.

2. Do you find that Hancock has proved that it was ready, willing and able to perform its obligations under the contract at the time of Vesterra's breach?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, proceed to the next question. If your answer is No, please proceed to Question No. 7.

3. Has Hancock proved that the breach of contract by Vesterra caused damages to Hancock?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, proceed to the next question. If your answer is No, please proceed to Question No. 7.

4. Do you find that the Accepted Application contained damages provisions in which the parties agreed that the Application Fee and Commitment Fee would constitute the amount of damages sustained by Hancock in the event that Vesterra's breach prevented the loan from closing?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, proceed to Question No. 6. If your answer is No, please proceed to the next question.

5. Please write the amount of damages proved in words and numbers in the space provided:

\_\_\_\_\_

This amount should **not** include Court costs, attorneys fees, or interest.

After you have answered this question, please proceed to Question Number 6.

### **COUNTERCLAIM**

6. Do you find that Vesterra has proven that Hancock committed unfair or deceptive acts or practices in connection with its transaction with Vesterra?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, please proceed to the next Question. If your answer is No, your deliberations are at an end.

7. Do you find that Hancock has proven that its conduct did not occur primarily and substantially in Massachusetts?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, your deliberations are at an end. If your answer is No, please proceed to the next Question.

8. Do you find that Vesterra has proven that Hancock's conduct caused Vesterra to sustain damages?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, please proceed to the next Question. If your answer is No, your deliberations are at an end.

9. Please write in words and numbers the amount of damages which you find that Vesterra is entitled to as a result of Hancock's conduct.

\_\_\_\_\_

This amount should **not** include Court costs, attorneys fees, or interest.

After you have answered this question, please proceed to Question Number 10.

10. Do you find that Hancock willingly or knowingly committed the unfair or deceptive act or practice?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is Yes, please proceed to the next Question. If your answer is No, your deliberations are at an end.

12. Do you find that damages should be doubled or trebled?

Doubled \_\_\_\_\_ Trebled \_\_\_\_\_

THIS COMPLETES YOUR DELIBERATIONS